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DASSAULT SYSTÈMES ISRAEL

General terms and conditions for services

1. DEFINITIONS

- 1.1 "Agreement" designates these "General terms and conditions", the Proposal and any fully executed amendments thereto.
- 1.2 "Company" designates DASSAULT SYSTÈMES ISRAEL LTD.
- 1.3 "Customer" designates the company that has signed the Proposal referencing these terms and conditions.
- 1.4 "Deliverables" designate the tangible materials resulting from DS' performance of the Services. Deliverables will be further described in the Proposal as DS Group Materials or Special Materials.
- 1.5 "DS Group Company" designates DASSAULT SYSTÈMES, a French "société anonyme" with its principal place of business at 10, rue Marcel Dassault 78140 Velizy-Villacoublay and any legal entity of which more than fifty per cent (50%) of its ownership interest is owned or controlled, directly or indirectly by DASSAULT SYSTÈMES.
- 1.6 "DS Group Materials" designates all materials other than Special Materials, provided by Company under the Proposal , such as training manuals, self study guides and documentation whether in machine readable form or not.
- 1.7 "DS Group product" designates any product or software and related documentation owned or developed by or for any DS Group Company and which is licensed directly or indirectly by a DS Group company or its authorized distributors under a separate license agreement. DS Group Products shall not be a Deliverable under this Agreement.
- 1.8 "Proposal" designates the document accepted by Customer describing the Services, Special Materials and DS Group Materials, if any, to be delivered, and the corresponding price and payment schedule and referencing these TC.
- 1.9 "Services" designates any training, technical assistance, consulting, software installation, configuration and parameter set-up to be performed by Company or by Company's subcontractors. For avoidance of doubt any developments of DS Group Products or any enhancements or source code modifications of DS Group Products shall be excluded under this Agreement.
- 1.10 "Special Materials" designates materials such as software programs and reports prepared by Company specifically for Customer and individually identified in the Proposal as being a Special Material.
- 1.11 "TC" means these General terms and Conditions

2. DESCRIPTION OF SERVICES

Company will furnish Services, Special Materials and DS Group Materials to Customer as set forth in this Agreement. The following order of precedence shall control in the event of any conflict in terms and conditions: (1) these TC and (2) the Proposal. In no event shall Customer's purchase conditions or any other condition located in Customer's purchase order or other ordering document be applicable to this Agreement. Any purchase order issued by Customer is solely for the limited purpose of internal accounting and shall not in any way modify or supplement the terms of the Agreement even if so expressly mentioned in the purchase order.

3. CONFIDENTIAL INFORMATION

- 3.1 Customer and Company may need to disclose Confidential Information during the performance of the Services. Confidential Information shall designate sensitive information, which may include technical data, financial, business information or any other information, which is considered as confidential by the disclosing party. Either Party hereby warrants that it is the owner of the Confidential Information it discloses hereunder or that it has full rights to provide such Confidential Information to the receiving party.
- 3.2 Confidential Information shall be disclosed either:
- (a) in writing and conspicuously marked "Disclosing Party Confidential"; or
 - (b) orally, visually or by delivery of non-tangible items, which is identified as Confidential Information at the time of disclosure and confirmed in writing within fifteen days of disclosure.
- 3.3 For a period of three (3) years from the date of receipt of Confidential Information, the receiving party will implement the following steps:
- (a) use at least the same degree of care that it uses with respect to its own confidential information, but in no event less than a reasonable degree of care to avoid disclosure of the other party's Confidential Information ;
 - (b) disclose Confidential Information only to its personnel and that of its subcontractors who have a need to know for the performance of the Services;
 - (c) promptly report any loss of any Confidential Information to the disclosing party.
- 3.4 The receiving party may make a reasonable number of copies of tangible materials provided by the disclosing party and containing Confidential Information as necessary for the performance of the Services.
- 3.5 The obligations of confidence in this Agreement will not apply to any information that:
- (a) is already in the possession of the receiving party without any obligation of confidence;
 - (b) is independently developed by the receiving party without reference to Confidential Information of the disclosing party ;
 - (c) is or becomes publicly available without breach of confidentiality obligations; or
 - (d) is required to be disclosed in accordance with a judicial or governmental order or decree.
- 3.6 Unless provided for in a separate agreement, Customer shall not disclose or exchange to Company any information that (a) is subject to the United States Government's International Traffic in Arms Regulations (ITAR) or (b) requires a license from the United States government under the Export Administration Regulations (EAR) for the export or re-export of such information to citizens of countries designated under the EAR as being in Group B, such as France, or Group D, such as India. The export or re-export of Confidential Information or non-confidential information received from a party to this Agreement is subject to compliance with applicable export control laws and regulations

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Special Materials - Upon payment of the applicable fees, Company shall grant to Customer an irrevocable, world-wide, non-transferable and non-exclusive license to use, copy and modify Special Materials for its own internal purposes only.
- 4.2 DS Group Materials - Upon payment of the applicable fees, Company shall grant to Customer an irrevocable, worldwide and non-exclusive license to use such DS Group Material for its own internal purposes only.
- 4.3 Company shall have and retain exclusive ownership of (i) any inventions, discoveries, innovations, improvements, ideas, techniques or know-how conceived by Company during the performance of the Services (ii) Special Materials and (iii) DS Group Materials. This ownership includes the right to obtain, and hold in its own name copyrights, registrations, and similar protection, which may be available for such items.
- 4.4 Except as expressly provided herein, these TC do not grant or convey either directly, by implication or otherwise, any right or license to any invention, patent, copyright or other intellectual property of either party to the other party.

5. WARRANTIES AND LIMITATION OF LIABILITY

- 5.1 Company warrants that the Services shall be performed in a professional and workmanlike manner and that the Deliverables, if any, materially conform as described in the Proposal. Except if expressly otherwise agreed in the Proposal, Customer must notify Company of any warranty deficiencies within a period of thirty (30) days from the date of performance of the Service or date of delivery of the applicable Deliverable. If no such notification of non-compliance is received from Customer within such period or if Customer uses the Deliverables for any other purposes than verifying compliance, then such Deliverables shall automatically be deemed accepted. In the event of a

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noncompliance with this warranty, Company shall promptly re-perform the non-conforming Service or correct, replace, or modify the applicable Deliverable without charge. If Company fails to correct the non-complying portion of the applicable Service or Deliverable, Company shall refund Customer all fees paid to Company in connection with the rejected portion of the applicable Service or Deliverable.

- 5.2 Company does not warrant or represent that Services and/or Deliverables will be error free. Company is not responsible for (i) any modification of a Deliverable made by Customer or a third party without Company's consent; or (ii) any use of a Deliverable in combination with items not provided by Company.
- 5.3 Unless expressly otherwise provided in the Proposal, Company shall have no obligation to support, maintain or enhance any computer software, documentation, or materials provided to Customer under these TC.
- 5.4 Any written or oral statements concerning results or goals that may be attained during the performance of the Services and all surveys, forecasts, recommendations and opinions contained in the Proposal, report, presentation, Deliverables are made on the basis of then current information available to Company, including, but not limited to, information provided by Customer. Under no circumstances shall any such statement be deemed or construed as a representation, undertaking or warranty, whether express or implied, of achievable results or goals.
- 5.5 THE WARRANTY DESCRIBED IN THIS ARTICLE IS EXCLUSIVE AND CUSTOMER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 5.6 EXCEPT FOR CLAIMS ARISING OUT OF OR RELATED TO BODILY INJURY, INCLUDING DEATH AND DAMAGE TO THIRD PARTY TANGIBLE PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT DAMAGES (INCLUDING LOST PROFITS OR LOSS OF DATA) IN ANY WAY ARISING OUT OF THIS AGREEMENT, OR PERFORMANCE THEREUNDER, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY FOR OTHER DAMAGES TO CUSTOMER EXCEED THE CHARGES PAID OR PAYABLE FOR THE SERVICES OR DELIVERABLES CAUSING THE DAMAGE.
- 5.7 Customer recognizes that the charges and fees in the Proposal are based in part on the limited warranty and limitation of liability set forth above.
- 5.8 If any third party products are required for the implementation of the Project, Customer shall solely be responsible for the procurement of these third party products including without limitation their installation, maintenance and support. Customer's Project Team Members will have sufficient knowledge of such third party products to implement, maintain and support them during the Project. Additionally, Customer acknowledges that DS's ability to perform the Services set forth in the Proposal is dependent upon Customer's procurement of all licenses necessary to permit DS to use certain third party products, as applicable. Customer represents that it has procured such licenses, or will procure such licenses prior to the anticipated start date, and will maintain such licenses throughout the life of the Project. Customer shall solely be responsible for all fees owed for the use of such third party products. If during the performance of the Services, either party determines that Customer does not have the right to use such licenses, or has not obtained the right to use for DS if required, Customer shall immediately procure such licenses and DS shall have the right to cease performing Services without liability until Customer confirms in writing that it has obtained all necessary rights to use such third party products.

6. COMPANY PERSONNEL AND TRAVEL TIME

- 6.1 Personnel provided by Company to perform Services will not for any purpose be considered employees of Customer. Company shall be responsible for their supervision, daily direction and control, as well as payment of salary and benefits, including applicable employment taxes.
- 6.2 Company shall be entitled to (a) determine the assignment of Company personnel for performance of the Services, (b) replace or reassign such personnel or (c) subcontract with qualified third persons, including but not limited to any DS Group Company, for part or all of the performance of the Services. No person performing Services on behalf of Company hereunder shall be restricted or prevented from performing services for others that are similar to the Services provided hereunder.
- 6.3 Travel time during normal business hours will be charged (on a portal-to-portal basis) as time worked. Company may charge for significant travel time outside normal business hours, with prior notice to Customer.

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7. CUSTOMER RESPONSIBILITIES

- 7.1 As a condition of Company's performance of Services, Customer shall perform certain tasks as may be specified in the Proposal at no charge to Company.
- 7.2 In general, Customer shall reasonably cooperate with Company in performing the Services, including providing Company with safe and timely access to Customer's computer systems, personnel (executives and staff), facilities, utilities, any software program, data and information reasonably necessary for the performance of Services, whether or not defined in the Proposal, at no charge to Company. Customer shall ensure that it has the appropriate licenses from third parties licensors for such third party's software programs, third party data and information in order to allow Company to perform the Services for the Customer.
- 7.3. While Company will use reasonable efforts to interpret Customer needs, Company is dependent upon Customer for the accurate and complete provision of data. Customer is responsible for the accuracy and completeness of the information and data Customer supplies to Company for use hereunder and Customer hereby licenses Company to use such information and data to perform the Services.
- 7.4 Customer is responsible for evaluating Company's proposal based upon those technical, price, performance and risk factors determined by Customer to be in its best interests. Customer must satisfy itself that Company fully understands Customer's requirements and that Company's proposal addresses Customer's needs.
- 7.5 Customer shall maintain current and complete back up for any data and programs that may be affected by the performance of Services.
- 7.6 If any Customer information turns out to be incorrect or incomplete or in the event of any failure by Customer to comply with any of its customer responsibilities impacts the Services, project schedule or prices set out in the Proposal, then Customer agrees that Company may change the Services, project schedule and prices accordingly.
- 7.7 Customer shall indemnify, defend and hold Company harmless from any action brought against Company based on a claim that any materials or information provided by Customer to Company constitute an infringement of a third party's Company will submit invoices to Customer in accordance with the Proposal. Except as expressly otherwise set out in the Proposal, payment shall be due within thirty (30) days from the date of the invoice by bank to bank transfer to Company's bank account as designated in the invoice. Customer shall pay interest for late payment at a rate of two percent (2%) per month, but in no event more than the highest amount allowed by applicable law, on all sums unpaid at the due date, plus reasonable attorney's fees and costs incurred by Company in collecting unpaid amounts and in enforcing these TC.

Except as expressly otherwise set out in the Proposal, Customer shall reimburse Company for all reasonable travel and living expenses incurred by Company personnel in the performance of the Services.

Customer shall pay, without recourse to Company, amounts equal to any taxes, howsoever designated, assessed or levied relating to these TC or to the Services or Deliverables provided hereunder.

8. ASSUMPTIONS

The following assumptions are based on information provided by Customer to DS relating to the Project and Customer's current business systems as of the published date of the Proposal, and have been used to develop DS' estimated level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and consulting fee estimates:

- 8.1 The Proposal is based upon DS's initial understanding of the Project. High-level requirements and processes have been communicated to DS so that an estimate may be provided for the level of effort and cost associated. The Project plan and timeline, resource requirements and cost estimates may be refined throughout the Project as details on requirements are accumulated. Unexpected and unknown items may result in changes to the Project plan and Project timelines.

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- 8.2 All activities will be based on the actual, explicit, and agreed upon requirements/specifications by Customer and DS as part of the overall plan within the scope and funding of this Project. Customer shall be responsible for all business process and organisational change management, unless otherwise specified in the Proposal.
- 8.3 Customer will provide information on a timely basis regarding Customer's business policy, processes, and their organisation sufficient to support DS's provision of Services hereunder. Customer will provide Consultants with suitable working space at the designated Customer facility, or such other facility as the parties may agree upon. Such facilities must be available at the start of the Project and shall include adequate environmental controls, lighting, telephones and network access including access to the World Wide Web, with sufficient access in order to allow Consultants to perform Services. DS' labour and expenses estimates may assume use of off-site Consultants to perform specific tasks. Customer is expected to provide the DS Project team remote VPN access into Customer's development and test environment for the Target Software.
- 8.4 Advice and guidance provided under the Project is not intended to replace or achieve more formal training and technical training of Customer's Users, which is separately available from DS.
- 8.5 Customer has appropriate licenses and is current with maintenance on all software being installed and/or deployed.
- 8.6 Customer shall provide for the current and complete backup for any Customer data and programs that may be affected by the development and implementation of the Work Product. DS shall not be responsible for the protection or loss of Customer data or information or for the costs of restoring or recreating such Customer data and information.
- 8.7 The scope of services contemplates DS's assistance with Customer's configuration of the Target Software only. Any configuration, modification or other changes to any Customer or third party applications, including such applications that Customer seeks to integrate, interact, interface or otherwise work or exchange data with the Target Software, are the sole responsibility of Customer.
- 8.8 Customer will provide DS with all business rules needed to configure the Target Software. The deployed system will be in one language. English is assumed. Customer's non-DS applications identified in the Proposal, if any, represent all the applications with which the Target Software will communicate.
- 8.9 Customer shall be responsible for installing and maintaining their environment(s) in accordance with DS's published software manuals, unless otherwise specified in the Proposal. Customer will provide on a timely basis the required infrastructure as published by DS and ongoing system administration support as required during the term of the Project.
- 8.10 Customer will be responsible for production deployment of the Target Software, unless otherwise specified in the Proposal. Customer is responsible for all network, operating system, and premises security in accordance with its policies and local, state and government regulations. Customer shall be responsible for production of the test scripts and for the provision of the necessary resources to execute the tests.
- 8.11 Customer will identify and provide the resources for this Project in accordance with the Customer Staffing Plan contained in the Proposal at or before commencement of the Project. Any non-availability of Customer resources or environments may result in changes to the Project plan, timelines, fees and estimations specified in the Proposal.
- 8.12 Customer's personnel will have received the necessary training in the use of the Target Software.
- 8.13 Customer will provide internal administration resources, including co-ordination of meetings, space, and limited administration of the Project tasks.
- 8.14 The fees included in the Proposal take into account that DS and Customer will share task responsibilities which shall be included in the Project plan. Customer will maintain a Project manager to serve as the primary contact between DS and Customer, to co-ordinate any Customer activities identified in the Proposal and also to communicate issues to the DS Project manager in a timely manner for consideration and resolution.
- 8.15 Customer will participate in the periodic project review meetings. When requested, Customer will obtain and provide available information, data, and definitions within 2 business days of DS's request unless Customer and DS agree to an extended response time.

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9. STATUS MEETINGS AND STATUS REPORTS

Members of the joint Project team may meet regularly during the life of the Project. The purpose of the meeting(s) is to review the tasks that have previously been performed and that are to be performed in the coming period of the Project, to identify and discuss issues that either party believes to be significant or relevant to the Project, and to review the status of any material open issues. The DS Project manager may produce periodic status reports to assist Customer in tracking progress against the Project plan and to document known issues and risks. The periodic status report would be distributed to the Customer Project manager. Additionally, status reports may contain details of resources to be assigned and the anticipated tasks planned for the subsequent reporting period.

10. CHANGE CONTROL PROCESS

The purpose of the Change Control Process is to ensure that requests for any Project changes are properly recorded, evaluated/assessed, and agreed between both parties. The parties shall use DS' Change Control Process as the foundation for changes.

11. TERM AND TERMINATION

- 11.1 These TC shall become effective as of the first day of performance of the Services and shall remain in effect until the end of Services.
- 11.2 Either party is entitled to terminate these TC and all Services by providing a one (1) month prior written notice to the other party.
- 11.3 Company will be paid for Services performed and/or Deliverables provided through the date of termination, reasonable subcontractor termination charges, if any, and any other costs and expenses that Company has paid or is obligated to pay relating to its performance for the term of the Services.
- 11.4 Either party may terminate the Services for default by providing thirty (30) day prior written notice to the other party. In the event of termination of the Services by Customer for Company' default, and if the default is not remedied within said thirty (30) day period, Company agrees to promptly provide Customer with all items of work in progress associated with the Services upon payment by Customer of any amounts owed.
- 11.5 The rights and obligations of Sections 3, 4, 5, 8 and 11 shall continue after expiration or termination of these TC and shall bind the parties and their legal representatives, successors and assigns.

12. GENERAL

- 12.1 Neither party shall be liable for failure to perform its obligations hereunder, if such failure results from causes beyond its reasonable control such as acts of God, fire, explosion, strikes or labor disputes, acts of terrorism, acts of war, delays by vendors and/or manufacturers, governmental acts, staff unavailability due airline flight delay or similar causes.
- 12.2 These TC shall not prevent either party from entering into similar agreements with others or from independently developing or acquiring materials or services that are similar to those provided under this Agreement.
- 12.3 Company shall have the right to subcontract part or all of the Services as long as Company remains responsible to Customer for the proper performance of its obligations hereunder.
- 12.4 Except for Company's right to subcontract Services hereunder pursuant to Section 10.3, neither party shall assign, delegate or otherwise transfer any right or obligation hereunder without the prior written consent of the other party. Any transfer through merger or acquisition does not require consent.
- 12.5 Nothing contained herein shall be deemed to authorize or empower either party to act as agent for the other party or to conduct business in the name of such other party. Nothing in these TC shall be deemed to create between the parties hereto any joint-venture or partnership.
- 12.6 Neither party will recruit or solicit any employee of the other party whose identity was made known to the party by providing the Services without the prior written consent from the other party for a period of up to six (6) months following the end of the assignment of such party's employee to the Services. Nothing in this provision will be interpreted as a restriction against responses to general advertisements placed in the media.

12.7 The failure of a party to prosecute its rights with respect to a default or breach hereunder, even if repeated, shall not constitute a waiver of the provision itself or of the right to enforce its rights with respect to the same or any other breach at a later time.

12.8 Any dispute arising out of or related to this Agreement shall be brought before court within a maximum of two (2) years after the event occurrence, except for any matter related to breach of any intellectual property rights hereunder.

13. APPLICABLE LAW

This Agreement shall be governed by and construed, and the legal relations between the parties shall be determined in accordance with the Israeli law, without regard to any conflict of laws principles. The parties agree to give exclusive jurisdiction to the competent court in Tel Aviv-Yaffo.